

INverse Rights Agreement

I/We are submitting the attached creative work(s) listed above ("the work(s)") to the Indiana Arts Commission ("IAC") and Indiana State Library ("ISL") for inclusion in ISL's online digital poetry archive ("INverse Poetry Archive").

I/We:

- 1. certify that I/we hold all rights, including copyright, to the work(s) and in addition to the uses permitted below, I/we reserve the right to independently use the work(s) and retain any income derived by such use.
- 2. grant to ISL and the IAC a perpetual, irrevocable, non-exclusive license to use the work(s) on globally accessible internet resources, printed and digital promotional materials, and in any other medium or format for any non-commercial lawful purpose deemed appropriate by ISL or the IAC. I/we acknowledge that it is up to ISL's sole discretion to determine if ISL's copy of the work(s) will be posted on the internet for public viewing or used in any other way. I/we understand ISL will retain both digital and hard copy of the work(s) permanently in the INverse Poetry Archive collection of the Indiana State Library Rare Books and Manuscripts Division for the purpose of preservation and accessibility for present and future researchers and the people of Indiana. I/we now and forever waive any claim for compensation of any kind for ISL's and the IAC's use and publication of the work(s). I/we covenant and agree not to sue or otherwise initiate legal proceedings against ISL or the IAC for ISL or the IAC's use or publication of the work(s). I/we agree to indemnify ISL and the IAC with regard to any 3rd party claims of copyright infringement or other intellectual property claims related to ISL or the IAC's use or publication of the work(s).
- 3. grant 3rd party end users the right to use the work(s) for non-commercial educational uses, including but not limited to personal study, classroom use, research, educational displays and exhibits, and student projects, as long as it is accompanied by a credit line noting the name of the creator(s) and INverse Poetry Archive, Indiana State Library. For all other uses, permission must be obtained from the rights-holder(s). I/we further agree that ISL and the IAC have no control over how 3rd parties may use the work(s) and therefore

- I/we covenant and agree not to sue or otherwise initiate legal proceedings against ISL or the IAC for the use or publication of the work(s) by 3rd party users.
- 4. understand that all grants of permission and consent and all covenants, agreements, and understandings contained herein are irrevocable.

END

Contact information:

Stephanie Haines Arts Education and Accessibility Manager Indiana Arts Commission

shaines@iac.in.gov

(317) 232-1268